

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

BEAL BANK USA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No.
	)	
MARCIA A. SWIFT a/k/a MARCIA SWIFT	)	
a/k/a MARCIA A. JEWELL and	)	
CHRISTOPHER T. SWIFT a/k/a	)	
CHRISTOPHER SWIFT a/k/a CHRIS T.	)	
SWIFT a/k/a CHRIS R. SWIFT a/k/a	)	
CHRIS SWIFT,	)	
	)	
Defendants.	)	

**COMPLAINT**

Plaintiff, BEAL BANK USA, by its attorneys, complains of defendants, Marcia A. Swift a/k/a Marcia Swift a/k/a Marcia A. Jewell and Christopher T. Swift a/k/a Christopher Swift a/k/a Chris T. Swift a/k/a Chris R. Swift a/k/a Chris Swift, as follows:

**Parties**

1. Plaintiff, BEAL BANK USA (“Beal” or the “Bank”), is a thrift bank chartered and organized under the laws of Nevada with its principal place of business in Texas. It is not a citizen of Illinois.

2. Defendant, Marcia A. Swift a/k/a Marcia Swift a/k/a Marcia A. Jewell (“M. Swift”), is an individual and a resident and citizen of Illinois.

3. Defendant, Christopher T. Swift a/k/a Christopher Swift a/k/a Chris T. Swift a/k/a Chris R. Swift a/k/a Chris Swift (“C. Swift”), is an individual and a resident and citizen of Illinois.

### **Jurisdiction and Venue**

4. This Court has subject matter jurisdiction based on complete diversity of citizenship and the amount in controversy exceeds \$75,000 exclusive of interest and costs.

5. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b)(2) because this is the judicial district in which a substantial part of events giving rise to the claim occurred. Defendant made, executed and delivered the promissory note described below in this district. Alternatively, if venue is not proper under 28 U.S.C. §1391(b)(2), then venue is proper under 28 U.S.C. §1391(b)(3) because defendants are subject to this Court's personal jurisdiction with respect to this action.

### **Facts**

6. On or about January 26, 2007, M. Swift and C. Swift (collectively, "Borrowers") executed and delivered to GMAC Mortgage, LLC d/b/a ditech.com the Promissory Note dated January 26, 2007, in the original principal amount of \$449,500 ("Note"), a true and correct copy of which is attached hereto as Exhibit A. The Note was given in consideration of and evidences a loan made for the purpose of refinancing Borrower's existing mortgage.

7. The Note was duly assigned by GMAC Mortgage, LLC d/b/a ditech.com to Residential Funding LLC, who in turn assigned the Note to LNV Corporation, who in turn assigned the Note to Beal Bank USA. LNV and Beal are affiliated companies with common ownership. Copies of the foregoing assignments are included in Exhibit A. Beal is the current holder and owner of the Note and is entitled to enforce the Note.

8. Since at least September 1, 2008, Borrowers have failed to make any payments thereon, including interest.

9. Pursuant to Section 7(C) of the Note, on April 5, 2016, Beal sent a Notice of Breach and Right to Cure Default ("Notice") to M. Swift and a Notice to C. Swift. True and correct copies of the Notices are attached hereto as Exhibit B. In the Notices, demand was made upon Borrowers for payment of the amounts due and owing, and Borrowers failed to pay the same.

10. In accordance with the terms of the Note, the Bank has accelerated the maturity date of the principal amount due.

11. There is now due and owing from Borrowers to the Bank the sum of Four Hundred Forty Nine Thousand and Five Hundred Dollars (\$449,500) plus interest accrued thereon, no part of which has been paid.

12. Under the terms of the Note, interest accrued at the rate of 6.875% per annum, subject to adjustment, if applicable, as provided under paragraph 4 of the Note, together with late charges. In addition, under paragraph 7(E) of the Note, Beal is entitled to collect its attorney's fees and costs.

WHEREFORE, plaintiff BEAL BANK USA respectfully requests that this Court enter judgment in its favor and against Marcia A. Swift a/k/a Marcia Swift a/k/a Marcia A. Jewell and Christopher T. Swift a/k/a Christopher Swift a/k/a Chris T. Swift a/k/a Chris R. Swift a/k/a Chris Swift in the principal amount at least Four Hundred Forty Nine Thousand and Five Hundred Dollars (\$449,500) plus interest accrued thereon, and all other costs, fees and expenses incurred by BEAL BANK USA, together with any other relief the Court deems just and proper.

Respectfully submitted,

BEAL BANK USA

By: /s/ Lawrence M. Benjamin  
One of Its Attorneys

Lawrence M. Benjamin (ARDC #6196417)  
Collette A. Brown (ARDC #6312422)  
NEAL, GERBER & EISENBERG, LLP  
Two North LaSalle Street  
Chicago, IL 60602-3801  
(312) 269-8000